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DIGEST OF OTHER RECENT VIRGINIA DECISIONS.

Supreme Court of Appeals.

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

ATLANTIC COAST REALTY CO. *v.* TOWNSEND.

March 13, 1919.

[98 S. E. 684.]

1. Frauds, Statute of (§ 59 (6)*)—Interest in Land—Construction of Contract.—Agreement, whereby land broker was given exclusive contract to sell land for one year, in consideration of agreement to advance funds for development and subdivision of land into lots and parcels, and for advertisement of land, and whereby broker was to receive stipulated share of profits after owner had received specified amount of the proceeds of sales of the lots, was a contract of agency, and not a partnership agreement, and therefore not required to be in writing by Code 1904, § 2840, subd. 6.

[Ed. Note.—For other cases, see 6 Va.-W. Va. Enc. Dig. 525.]

2. Contracts (§ 152*)—Construction—Words.—In construing contracts, words are to be given, primarily, their usual and ordinary meaning, unless a contrary meaning plainly appears.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 405.]

3. Contracts (§ 147 (1)*)—Construction—Intent.—In construing contracts, the intention of the parties, if not contrary to law, must be carried out.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 395.]

4. Principal and Agent (§ 36*)—Revocation—Acts Constituting.—An agency is effectually revoked when the principal disposes of his interest in the subject-matter of the agency in a manner inconsistent with the authority conferred, as by assignment, conveyance, contract of sale, or otherwise.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 280.]

5. Principal and Agent (§ 33*)—Revocation—Right to Revoke.—Though principal has power to revoke authority, where agency is not coupled with an interest, and does not involve rights of third parties, he has no right to revocation, where contract of agency otherwise provides.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 280.]

6. Principal and Agent (§ 41*)—Wrongful Revocation—Liability.—Principal is liable in damages to agent for wrongful revocation.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Eng. 266.]

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

7. Brokers (§ 7*) — Land Contract — Consideration. — Land broker's agreement to advance money for the development and subdivision into small tracts of the land to be sold was a valuable consideration for the exclusive right to sell the land for a period of one year.

[Ed. Note.—For other cases, see 2 Va.-W. Va. Enc. Dig. 631.]

8. Brokers (§ 10*)—Agency Coupled with an Interest. — Agreement, whereby land broker was given the exclusive right to sell land for a period of one year, in consideration of the advancement of money wherewith to develop and advertise the land, and whereby broker was to have stipulated share of profits, after owner had received specified amount of proceeds of sale, was not an agency agreement so coupled with an interest as to make it irrevocable.

[Ed. Note.—For other cases, see 2 Va.-W. Va. Enc. Dig. 637.]

9. Brokers (§ 11*)—Land Agreement—Liability for Breach. — Where land broker was given the exclusive right to sell land for a period of one year, in consideration of advancing funds wherewith to develop, subdivide, and advertise the land, and where broker was to receive a certain share of the profits after owner had received stipulated amount from the proceeds of the sales, neither party could violate the agreement without becoming responsible to the other for the breach.

[Ed. Note.—For other cases, see 2 Va.-W. Va. Enc. Dig. 643.]

10. Courts (§ 107*)—Judicial Opinions—Construction. — Judicial opinions must be interpreted in the light of the particular facts to which they are applied.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 537.]

11. Brokers (§ 11*)—Revocation by Principal—Liability to Agent. — Where broker is given the exclusive right of sale for a definite period by agreement based upon a valuable consideration, principal cannot break contract without becoming liable in damages to broker.

[Ed. Note.—For other cases, see 2 Va.-W. Va. Enc. Dig. 638.]

12. Damages (§ 23*)—Contemplated Profits. — Where contemplated profits constitute the sole purpose and object of the contract, and the plaintiff alleges a breach and a subsequent loss of profits, he has stated a *prima facie* case.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 175.]

13. Damages (§ 40 (2*)—Loss of Profits—Certainty. — When profits claimed may reasonably be presumed to have been within the intent and mutual contemplation of the parties when the contract was made, the mere fact that the exact amount cannot be calculated with mathematical certainty does not preclude a recovery.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 176.]

14. Damages (§ 40 (2*)—Land Broker—Loss of Profits. — Where

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

a land brokerage concern of many years' experience and success in business secured exclusive right for a year to sell large tract of land, under agreement whereby land was to be divided into small lots and broker was to receive certain share of profits after owner had received specified amount out of proceeds of sale, owner cannot defeat broker's recovery of damages for breach of the contract, upon ground that the enterprise of selling the lots had not been established, and that damages therefor could not be measured, where owner himself had sold the property at a large profit over the minimum he was to receive under the brokerage contract.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 176.]

15. Principal and Agent (§ 41*)—**Breach by Principal—Rights of Broker.**—A principal cannot, after making a valid contract with an agent for the exclusive right to sell, render performance on the part of the agent impossible by making the sale himself, and then successfully defend an action for breach of the contract by claiming that the agent might not have made the sale.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 280-281.]

Error to Hustings Court of Petersburg.

Action by the Atlantic Coast Realty Company against J. M. Townsend, executor of Wirt Robertson, deceased. Judgment sustaining demurrer to declaration, and plaintiff brings error. Reversed and remanded.

Lassiter & Drewry, of Petersburg, and *Mann & Tyler*, of Norfolk, for plaintiff in error.

Mann & Townsend, of Petersburg, and *C. V. Meredith*, of Richmond, for defendant in error.

CITY OF RICHMOND *v.* VIRGINIA RY. & POWER CO.

March 13, 1919.

[98 S. E. 691.]

1. Taxation (§ 204 (2*))—**Exemptions—Statutes—Construction.**—Statutory provisions relied on to have effect of relinquishing taxing power or of authorizing a municipality to do so will be strictly construed against claim of relinquishment, and intention of Legislature to make or to authorize making of such a relinquishment will not be inferred or presumed.

[Ed. Note.—For other cases, see 10 Va.-W. Va. Enc. Dig. 237; 13 Va.-W. Va. Enc. Dig. 110.]

2. Municipal Corporations (§ 967 (2*))—**Powers of Taxation—Exemptions.**—Municipalities of a state have no power to exempt prop-

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.